

6-4-03 PA



Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Bend Research, Inc.

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **ATI Properties, Inc.**

Internal Address: _____

Street Address: **1600 N.E. Old Salem Road**

City: **Albany** State: **OR** ZIP: **97321**

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **January 9, 1998**

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

5139541	5217506	5259870
5393325	5498278	5645626

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Patrick J. Viccaro**

Internal Address: **Allegheny Technologies Incorporated**

06/06/2003 TPIAZ1 00000054 010840 5139541

01 FC:0021 240.00 CH

Street Address: **1000 Six PPG Place**

City: **Pittsburgh** State: **PA** ZIP: **15222**

6. Total number of applications and patents involved: **6**

7. Total fee (37 CFR 3.41):.....\$ **240.00**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

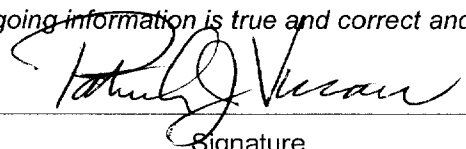
Authorized to be charged to deposit account

8. Deposit account number: **01-0840**

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Patrick J. Viccaro  **June 4, 2003**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **7**

ASSIGNMENT OF PATENTS

WHEREAS, Bend Research, Inc., of Bend, Oregon ("BRI") is the sole owner by way of assignment of the US and foreign patents and patent applications listed on Exhibit A (the "Patents") attached hereto and by this reference made a part hereof, and the inventions covered thereby (the "Inventions"); and

WHEREAS, Teledyne Industries, Inc., a California Corporation ("Teledyne"), is desirous of acquiring the entire interest in said Patents and the Inventions.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, BRI does hereby sell, assign, and transfer to Teledyne the entire right, title, and interest in and to the Inventions in the United States and foreign countries and the aforesaid Patents, including, but not limited to, all reissues, divisions, continuations, and extensions of said Patents; and further assigns to Teledyne all claims for damages by reason of past infringement of said Patents and the right to sue and collect damages for such infringement, for the full terms for which said Patents were or shall be granted, with Teledyne to be responsible for the payment of all maintenance fees and/or annuities for said Patents which may hereafter become due.

DATED this 9th day of January, 1998 at Bend, Oregon.

BEND RESEARCH, INC.

By Walter C. Babcock
Walter C. Babcock

STATE OF OREGON)

) ss.

January 9, 1998

County of Deschutes)

Personally appeared Walter C. Babcock who did say that he is the President of Bend Research, Inc., Bend, Oregon, and that the foregoing Assignment was signed on behalf of said Corporation by authority of its Board of Directors and he acknowledged said instrument to be its voluntary act and deed.

Before me:

Jerry S. Oppenheim
NOTARY PUBLIC FOR OREGON

My Commission Expires:

11/03/2000



PATENT NUMBER	ISSUE DATE	FILING DATE
5139541	08/18/92	07/22/91
5217506	06/08/93	05/15/92
5259870	11/09/93	12/07/92
5393325	02/28/95	11/08/93
5498278	03/12/96	12/19/94
5645626	07/08/97	01/11/96

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement"), effective as of the 1st day of January, 1999, by and between **Teledyne Industries, Inc.**, a California corporation having its principal offices at 2049 Century Park East, Los Angeles, California (the "Assignor"), and **ATI Properties, Inc.**, a Delaware corporation, having its principal offices at 2049 Century Park East, Los Angeles, California (the "Assignee").

RECITALS

The Assignor has adopted and used in its businesses, worldwide, certain trade names and trademarks and is the owner of all rights and interests in and to these trade names and trademarks in the world, together with all trademark applications and registrations therefor identified in Exhibit A attached hereto as well as all worldwide rights in the patents and patent applications, including reissues, continuations, continuations-in-part, divisionals and foreign counterparts thereof, identified on Exhibit B and certain non-patented technical know-how and goodwill associated with the assets identified in Exhibits A and B (collectively, the "Intellectual Property"), including any amended or supplemented exhibits hereto as the parties may agree to in writing from time to time.

The Assignee is desirous of acquiring the Intellectual Property and goodwill associated with such Intellectual Property and the Assignor is willing to convey the Intellectual Property to the Assignee, upon and subject to the terms and conditions hereof.

Pursuant to a License Agreement dated as of even date herewith, the Assignee, concurrently herewith, is agreeing to license the Intellectual Property to the Assignor, and the Assignor is agreeing to license such Intellectual Property from the Assignee.

NOW, THEREFORE, in consideration of the foregoing premises and for valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound hereby agree as follows:

1. Conveyance of Trademark and Related Rights. The Assignor hereby conveys, assigns, transfers and sets over unto the Assignee the Assignor's entire right, title and interest in and to the Intellectual Property, worldwide, including without limitation the goodwill of the businesses in connection with which the Intellectual Property have been used and any and all past, present and future causes of action related to the Intellectual Property, the Intellectual Property to be held and enjoyed by the Assignee for its own use and on its own behalf, and to inure to the benefit of the Assignee, its successors and assigns.

2. Consideration. As consideration for the conveyance of the Intellectual Property made hereby, the Assignee shall issue shares of its common stock, par value \$.01 per share, to Assignor in accordance with the resolutions adopted at the meeting of its Board of Directors held on June 30, 1998.

3. Further Assurances. Upon request, the Assignor shall execute such additional documents as may be required to effect the foregoing conveyance and for recording purposes in connection with the transfer of ownership of the Trademark Rights to the Assignee.

4. Right of First Refusal. In the event that the Assignee wishes to sell or otherwise transfer the Trademark Rights or in the event of a Change in Control of the Assignee, the Assignor shall have the right to reacquire the Trademark Rights, for a period of one year from the date the Assignor receives written notice of the Assignee's intent to transfer the Trademark Rights or the occurrence of the Change in Control, by tendering to the Assignee the shares of common stock issued as provided in Section 2 whereupon the Assignee shall reassign the Trademark Rights to Assignor. The term Change of Control shall include:

(a) approval by the Assignee's stockholders of a reorganization, merger or consolidation, unless following such event, all or substantially all of the persons who were beneficial owners of the outstanding stock and voting securities (or equivalent) immediately prior to such event, following such event beneficially own, directly or indirectly, more than 80% of the combined voting power of the then outstanding voting securities of the resulting entity; or

(b) approval by the Assignee's stockholders of complete liquidation or dissolution of the Assignee or a sale or other disposition of all or substantially all of the assets of the Assignee.

5. Governing Law. The validity, performance, construction and effect of this Agreement shall be governed by the laws of the State of Delaware.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns and such successors and assigns shall be bound by and subject to the terms and conditions of this Agreement including without limitation the right of first refusal provided in Section 4.

7. Entire Agreement; Amendments; Severability. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, written or oral, between the parties with respect to the subject matter hereof. No amendment or supplement to the Agreement shall be effective unless in writing and executed by the Assignor and the Assignee. This Agreement is intended to be severable; if any term of this Agreement is held invalid, illegal or unenforceable in whole or in part, neither the remaining part of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.


8. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ATTEST:

Assignor:
TELEDYNE INDUSTRIES, INC.

By: _____

By: 

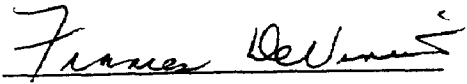
Name: James L. Murdy


Title: _____

Executive Vice President – Finance and
Title: Administration and Chief Financial Officer

ATTEST:

Assignee:
ATI PROPERTIES, INC.

By: 

By: 

Name: Mark A. Aspinwall

Title: Assistant Secretary

Title: Regional General Counsel

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

ss:

On this, the 6th day of May, 1999, before me, a Notary Public personally appeared (name and title) MARK A. ASPINWALL, Regional General Counsel, known to me (or satisfactory proven) to be person whose name is subscribed to the foregoing Assignment Agreement, and acknowledged that he is duly authorized and executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Elizabeth Moura
Notary Public



[Notarial Seal]

My commissions expires : 7/31/2000

PATENT NUMBER	ISSUE DATE	FILING DATE
5139541	08/18/92	07/22/91
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